

MEMORANDUM OF UNDERSTANDING
BETWEEN THE MARYLAND-NATIONAL CAPITAL
PARK AND PLANNING COMMISSION
AND THE TOWN OF GARRETT PARK, MARYLAND

This Memorandum of Understanding ("MOU") is made by and between The Maryland-National Capital Park and Planning Commission ("Commission"), a public body corporate at 8787 Georgia Avenue, Silver Spring, Maryland 20910, and the Town of Garrett Park, Maryland, ("Town") a municipal corporation.

WHEREAS, the Commission, owns that parcel of land known as Garrett Park Waverley Neighborhood Park, and

WHEREAS, The Town owns the adjacent parcel of land, and

WHEREAS, the above described properties contain a total of .96 acres and hereinafter will be referred to collectively as the "Park" (see attachment A [map]), and

WHEREAS the Commission and Town ("Parties") intend to preserve and maintain the Park as a neighborhood park useful and available to the public in a safe and attractive condition; and

NOW THEREFORE, this MOU describes how the Parties will perform the maintenance and management of the Park.

1. Recitals. The recitals above are incorporated herein by reference.
2. Term. The term of this MOU shall commence on October 15, 2010, replacing any and all prior MOU's between the parties regarding the Park, and shall continue for a period of one (1) year unless sooner terminated by either the Commission or Town under the terms of this MOU. This MOU will be automatically renewed for successive one year terms, unless, sixty (60) days prior to the expiration of the initial term or any renewal term, any party gives to the other parties written notice that it does not desire to renew this MOU.
3. Maintenance.
 - a. The Town will, at its sole expense, maintain and manage the Park as a neighborhood park, for the use and enjoyment of all County residents. The Town undertakes to perform all direct maintenance of the Park it considers necessary and appropriate as outlined in Section 3. Town Responsibilities.
 - b. The Commission will, at its sole expense, be responsible for Capital Improvements to the Park, as well as certain amenities as described in

Section 4. Commission Responsibilities.

- c. The Town may not make material changes, alterations or improvements to the Park section owned by the Commission without the Commission's prior written consent. All changes, alterations and improvements so approved shall comply with all applicable building code and regulatory requirements of any governmental agency with jurisdiction over the property.

4. Town Responsibilities.

- a. Planting, watering, pruning and mulching trees, shrubs, groundcovers and plants;
- b. Cut, trim, edge, fertilize and aerate turf areas;
- c. Litter and trash control;
- d. Prompt removal of Graffiti.
- e. Snow and ice removal on walkways;
- f. Leaf removal as needed;
- g. Empty trash cans;
- h. Keep court surfaces clear of debris and water;
- i. Replacement of trees, shrubs, groundcover and plants;

5. Commission Responsibilities.

- a. Annual inspection of trees, with a written report by certified Arborist, a copy to be provided to the Town as soon as it is completed, with any necessary pruning and/or removals identified by the Arborist to be accomplished within 120 days, or sooner if identified as hazardous.
- b. Replacement of picnic tables, trash receptacles and signage as needed (within 30 days of written notice of need by the Town);
- c. Replacement or repair of nets, posts, backboard, fencing for tennis courts, and posts, backboards, and nets for basketball court, as needed (within 60 days of written notice by the Town);
- d. Annual inspection of steps and railings, with written report, a copy to be provided to the Town, with repairs as necessary for public safety within 90 days of any defect being identified.

6. Capital Improvements.

- a. Town can request Capital Improvements to the Park by writing to the Director of Parks.
- b. Any proposals for Capital Improvements to the Park recommended to the Commission will be the subject of a public meeting.
- c. The Commission reserves the final determination on any Capital Improvements to the Park.

7. Reports of Damage.

- a. The Town will promptly report any damage from accident, fire, water,

- flood, freezing, wind and vandalism to the Commission.
- b. The Town and the Commission agree to work together in good faith to address such damage as quickly and safely as possible.

8. Termination. This MOU may be terminated as follows:

- a. By either party on giving notice of non-renewal as provided by paragraph 1 of this MOU;
- b. At any time by the mutual written consent of the parties;
- c. By either party on the failure of the other party to perform or comply with any provision of this MOU, each party to be given 30 days to cure any such failure; and
- d. By either party, without cause, with 90 days notice to the other party.

This MOU shall be governed by and interpreted in accordance with the laws of the State of Maryland.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and date set forth above.

Christopher Keller
Christopher Keller, Mayor
Town of Garrett Park

September 28, 2010
Date

ATTEST:

Joseph Zimmerman

Joseph Zimmerman
Secretary Treasurer

P. Barney

Patricia Colihan Barney
Executive-Director
MNCPPC

11/03/2010

Date